

10-AUG-1999 18:38 FROM IAI LEGAL DEPT.

TO

90012128225075 P.01

Appendix No: 42458-2
Date: 15/11/08
Signature: [Signature]

JOINT VENTURE AGREEMENT

1 NOVEMBER 1998
(10)

COMPANY CONFIDENTIAL**JOINT VENTURE AGREEMENT**

JOINT VENTURE AGREEMENT dated as of this 10th day of November, 1998, by and between Israel Aircraft Industries, Ltd., acting through its MBT Division ("IAI/MBT"), a company organized and existing under the laws of the State of Israel, and CORE Software Technology (or "CST"), a corporation organized and existing under laws of California, both of which may sometimes be referred to in this Agreement as either the "Joint Venturers" or "Parties" and individually as a "Joint Venturer" or Party, with reference to the following:

WHEREAS, CST has developed and implemented an on line image and map data browsing, order entry, and order fulfillment capability embodied in a subscription service known as ImageNet; and,

WHEREAS, IAI/MBT has designed and built an imaging satellite, ground operations capability, and retrofit data acquisition technology for existing receiving stations which currently collect image data from the US Landsat and French SPOT satellites; and


WHEREAS, IAI/MBT and CST wish to jointly conduct a business to fund and operate a series of high resolution satellites and to engage in marketing, strategic business and distribution channel development; and

WHEREAS, IAI/MBT and CST have agreed that said business shall be conducted as a Joint Venture (the "Joint Venture") among the Joint Venturers; and

WHEREAS, IAI/MBT and CST have agreed upon the terms and conditions of the Joint Venture, and

WHEREAS CST has formed a corporation in the Cayman Islands, West Indian Space, Ltd. (hereinafter "WIS"), in furtherance of the purposes of the 1997 Joint Venture Agreement negotiated by the Parties,

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the Parties hereby agree as follows:



10-AUG-1999 18:58 FROM IAI LEGAL DEPT.

TO

90012128225075 P.33

COMPANY CONFIDENTIAL

Section 15.3. Entire Agreement: Amendment. This document with the annexed Exhibits sets forth the entire understanding between the Parties relating to the subject matter contained herein and merges all prior discussions, understandings and/or agreements of any kind or nature between them on such subject matter. No amendment to this Agreement shall be effective unless it is in writing and executed by the Parties hereto.

Section 15.4. Severability. If any one or more of the provisions contained in this Agreement or in any document executed in connection herewith (other than provisions constituting a material consideration to a Parties entering into this Agreement or such other document) shall be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in anyway be affected or impaired; provided, however, that in such case the Parties shall use their best efforts to achieve the purpose of the invalid provision.


Section 15.5. Governing Law. This Agreement and all actions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York, excluding, however, the principles of conflict of laws thereof.

Section 15.6. No Waiver Of Rights. No failure or delay on the part of either in the exercise of any power or right hereunder shall operate as waiver thereof, nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or of any other right or power, provided, however, that either IAI/MBT or CST may by an instrument in writing executed by it: (i) extend the time for the performance of any of the agreements or covenants of the other party under this Agreement; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered pursuant hereto; (iii) waive the performance by the other party of any of the agreements or covenants to be performed under this Agreement, or (iv) waive the satisfaction of any conditions precedent to its obligations under this Agreement. The waiver by any party or Parties hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach hereunder. All rights and remedies existing under this Agreement are cumulative to, and not exclusive or, any rights or remedies otherwise available.

Section 15.7. Notices. All notices, certificates, requests, demands, and other communications hereunder shall be in writing and may be personally served or sent by facsimile, or certified or registered mail. All such notices, certificates, requests, demands and other communications shall be delivered to the party to receive same at the address indicated below (or at such other address as a party specifies in a written notice):

If to CST:
Andrew Plevin
CORE Software Technology
675 S. Arroyo Park
Pasadena, CA 91105,

If to IAI/MBT:
Jacob Weiss, General Counsel
Ben Gurion International Airport
Israel



10-AUG-1999 18:59 FROM IAI LEGAL DEPT.
int by: JetFax M5 2125147837;

TO 90012128225075 P.35
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Nov-26-98 07:47A Stephen M. Lutton

P.11

SC'd 7401

COMPANY CONFIDENTIAL

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Core Software Technology, Inc.

Israel Aircraft Industries, Ltd.

By: Andrew Flavin
Name: Andrew Flavin
Title: Chief Executive Officer
11/30/98

By: Masha Keret
Name: Masha Keret
Title: Chief Executive Officer

By: Nir Gilad
Name: Nir Gilad
Title: Chief Financial Officer

West Indian Space, Ltd.

By: Stephen M. Lutton
Name: Stephen M. Lutton
Title: Chief Executive Officer